IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO.503 OF 2006

IN

SUMMARY SUIT NO.2074 OF 2006

...

Mukesh P. Punjabi ...Plaintiff

v/s.

Shree Krishna & Co. & Anr. ...Defendants

...

Ms.Kavita Lalwani for the Plaintiff.

None for the Defendants.

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CORAM: D.K.DESHMUKH, J.

DATED: 23RD JANUARY,2007

P.C.:

1. The Plaintiff has filed this suit for recovery of

the amount on the basis of the bills of exchange, copies of which have been annexed to the plaint. The bills of exchange were drawn by the Defendant No.1 of which the Defendants Nos. 2 & 3 are the partners. They were accepted by the Defendant No.4. On the bills of exchange being dishonoured, the amount was demanded. Advocate's letter was given, but the amount was not paid, therefore, the suit has been filed.

2. The defence of the Defendants is that they had taken a loan. But it was taken by them in the year 1998 and they have repaid it in 1999. They did not deny that the Bills of exchange were executed. But according to them the transaction was closed by repayment of the amount and the documents remained with the Plaintiff and the Plaintiff is misusing those documents.

3. What is pertinent to be noted is that there is no documents produced by the Defendants to show that the amounts were repaid in the year 1999. If the amount was repaid in the year 1999 and the Plaintiff was misusing the documents, then when the advocate's letter was received the Defendants should have

replied to it. But the Defendants in the reply say that they never received the advocate's letter.

4. The learned Counsel for the Plaintiff points out that she has given inspection of the acknowledgements to the Defendants and she has also given zerox copies of the acknowledgements. I have also perused the acknowledgements. The Defendants have received the advocate's letter. Defence put up by the Defendants is, therefore, not believable. Defendants are not entitled to leave to defend the suit. Summons for judgment is, therefore, granted. Suit of the Plaintiff is decreed in terms of prayer clauses of the suit. Refund of court fees as per rules.

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